

Jason M. Kerr  
Nevada State Bar No. 7773  
Email: jasonkerr@ppktrial.com  
PRICE, PARKINSON & KERR  
5742 W. Harold Gatty Drive  
Salt Lake City, Utah 84116  
Tel: 801-517-7088  
Fax: 801-530-2932

*Attorneys for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

SIGNATURE SURGERY CENTER LLC, d/b/a  
SIGNATURE PLASTIC SURGERY, a Nevada  
Corporation; and HIMANSU SHAH, an Individual;

Plaintiffs,

v.

CEL SERVICES GROUP, INC. d/b/a INSIGHT  
SURGICAL EQUIPMENT Co., an Illinois  
corporation; and ANDREW SIROTA, an Individual;

Defendants.

Case No. 2:21-cv-215-JCM-EJY

**DEFAULT JUDGMENT**

Judge James C. Mahan and Magistrate

Judge Elayna J. Youchah

Defendants CEL Services Group, Inc. d/b/a Insight Surgical Equipment Co. (“Insight”) and Andrew Sirota (“Sirota”) (collectively “Defendants”), having failed to plead or otherwise defend this action, and their default having been entered, and the Court having reviewed all papers and pleadings on file herein, it is hereby ordered that Plaintiffs Signature Surgery Center, LLC d/b/a Signature Plastic Surgery (“Signature Plastic Surgery”) and Himansu Shah (“Dr. Shah”) (collectively “Plaintiffs”) be awarded judgment against the Defendants as follows:

1. Default judgment is entered against Insight for breaching its contracts with Plaintiffs

[Proposed] Default Judgment

1 by:

2 a. Failing to deliver all of the refurbished medical equipment Plaintiffs ordered  
3 and paid for in Insight invoices 7788 and 7789; and

4 b. Delivering defective and/or inoperable equipment under Insight invoices 7788  
5 and 7789.

6 2. Default judgment is entered against Insight for breaching its express warranties to  
7 Plaintiffs for its failure to deliver items of operable medical equipment free of defects,  
8 suitable to be used in the finest surgical environments, and Insight's subsequent  
9 failure to remedy these breaches under its extensive and full parts and labor warranty  
10 as alleged in the Complaint.  
11

12 3. Default judgment is entered against Defendants for committing fraud by making  
13 misrepresentations about their ability to perform their obligations under Insight  
14 Invoices 7788 and 7789 as alleged in the Complaint.

15 4. Default judgment is entered against Insight for being unjustly enriched by not  
16 delivering medical equipment and suitable medical equipment that Plaintiffs paid for  
17 under Insight Invoices 7788 and 7789 as alleged in the Complaint.  
18

19 5. Default judgment is entered against Defendants for damages in the amount of  
20 \$224,726.00 for Insight's breaches of contract, breaches of warranty, and unjust  
21 enrichment and for both Defendants' commission of fraud by making  
22 misrepresentations about their ability to perform under Insight Invoices 7788 and  
23 7789.

24 6. Default judgment is entered against Defendants for prejudgment and post judgment  
25 interest on the \$224,726.00 that Plaintiffs paid under Insight Invoices 7788 and 7789.  
26

[Proposed] Default Judgment

7. Default judgment is entered against Insight for breaching its contract with Dr. Shah when it failed to pay the principal and interest due under the Loan Agreement by February 21, 2020 and its subsequent failure to pay the applicable monthly late fees to the present.
8. Default judgment is entered against Mr. Sirota for committing fraud by converting the loan proceeds and/or amounts due to Dr. Shah for personal use.
9. Default judgment is entered against Mr. Sirota for committing fraud by misrepresenting the purpose of the loan to Dr. Shah prior to and in the Loan Agreement.
10. Default judgment is entered against Defendants to pay \$41,000.00 in damages to Dr. Shah related to Insight's breaches of the Loan Agreement and related to Mr. Sirota's conversion of loan proceeds and/or amounts due to Dr. Shah for personal use as alleged in the Complaint.
11. Default judgment is entered against Defendants for either post judgment interest on the \$41,000.00 judgment related to the Loan Agreement or ongoing late fees in the amount of \$500.00 per month, which ever is greater.

Date:

May 16, 2023



CLERK OF COURT

A handwritten signature in black ink, appearing to read "Dora K. King".

Signature of Clerk or Deputy Clerk

[Proposed] Default Judgment